



Montana Indian Language Preservation Pilot Program

Application Guidelines

Application Period: July 31, 2013 – September 30, 2013

Governor Steve Bullock

Meg O’Leary, Director

301 South Park Avenue

PO Box 200505

Helena MT 59620-0505

Phone: (406) 841-2821

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Montana Indian Language Preservation Pilot Program

Guidelines and Forms

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PROGRAM GUIDELINES

MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (MILP³)

I. ABOUT THE PROGRAM

The *Montana Indian Language Preservation Pilot Program (MILP³)*, sponsored by Senator Jonathan Windy Boy as Senate Bill 342, demonstrates the State of Montana's commitment to protect American Indian cultural integrity by recognizing that languages (spoken, written, or in sign language form) are vital to the identity of tribal nations. Montana tribal languages are in a time of crisis through the loss of native speakers, writers, and signers. The tribes and the state have resources such as tribal colleges, councils, historic preservation offices, the Montana Historical Society, and Montana State Library to preserve and protect Montana tribal languages for this and future generations.

Collaborative administrative program rules were developed by tribal language preservation partners with a notification of adoption on July 25, 2013. During the 63rd Legislature, \$2 million in funding for the Montana Indian Language Preservation Pilot Program was approved in coordination with House Bill 2, and signed into law by Governor Bullock on May 5, 2013. These grant funds, contracted to the tribal governments for further distribution for local projects, support the respective language preservation efforts of each tribal government.

A. Notification to Tribal Governments and Interested Parties

The State Tribal Economic Development Commission shall notify the eight tribal governments, including the Little Shell Chippewa Tribe of the availability of \$2 million in Montana Indian Language Preservation Pilot Program funds no later than July 31, 2013.

B. State Tribal Economic Development Commission (Montana Department of Commerce) Contract with Tribal Governments

- (1) The governing bodies of each of Montana's eight tribal governments are the grantees with the State Tribal Economic Development Commission (Montana Department of Commerce) for the Montana Indian Language Preservation Pilot Program.
- (2) Tribal governments that are interested in contracting for the program funds shall enter into contract with the Commission (Montana Department of Commerce) no later than September 30, 2013.

C. Local Program Advisory Boards

- (1) Each tribal government receiving program funds shall form local program advisory boards.
- (2) Each local program advisory board shall work with college tribal language instructors and individuals who evaluate applicants for licensure as a class 7 American Indian Language and culture specialist to develop and adopt measurable and specific outcome requirements for their respective language preservation programs.
- (3) Members of a local program advisory board may include but are not limited to representatives, such as:
 - a. the governor's office of Indian affairs,
 - b. School districts located on reservations,
 - c. Tribal colleges,
 - d. Tribal historic preservation offices
 - e. Tribal language and cultural programs,
 - f. units of the Montana university system,
 - g. the Montana historical society,
 - h. the Office of public instruction,

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- i. Montana public television organizations,
 - j. school districts not located on reservations, and
 - k. the Montana state library.
- (3) Local program advisory boards are responsible for providing reports on expenditures on grant funds, overall program progress and other criteria as determined by the State Tribal Economic Development Commission to the State-Tribal Relations Committee at each meeting during the interim.

D. Funding Distribution and Availability

- (1) \$2 million in grant funds shall be available starting July 1, 2013 for a total of \$2 million for the biennium.
- (2) Any unencumbered funds shall revert to the general fund on June 30, 2015 with all tangible goods produced as a result of the funding due to the Montana Historical Society by September 15, 2014.
- (3) Program funds shall be equally distributed through a contract to each of the eight tribal governments, including the Little Shell Tribe.
- (4) Distribution of funds shall be governed by individual contracts between the Commission (Montana Department of Commerce) and each tribal government, including the Little Shell Tribe. The individual contracts shall specify the method of distribution from the Commission to the tribal government. Program objectives and requirements must be incorporated into the overall contract between each tribal government and the Commission.
- (5) Tribal governments may further distribute awarded funds directly to projects or through sub-recipient agreements or sub-contracts, complying with applicable laws, rules, policies, and regulations concerning, but not limited to, human rights. Civil rights, employment law, labor law, and contract law.
- (6) Funds not contracted by October 30, 2013 may be re-pooled and/or re-distributed to current contracts with an additional submitted scope of work.

E. Eligible Activities, Required Performance and Output Standards

- (1) Specific Indian language preservation activities **must** include:
 - a. Development of audio and visual recordings, or
 - b. Creation of dictionaries and other reference materials, including audio, visual, electronic, or written dictionaries, or
 - c. Creation and publication of curricula, which may include electronic curricula.
- (2) Furthermore, specific activities **may** include:
 - a. Language classes,
 - b. Language immersion camps,
 - c. Storytelling, or
 - d. Publication of literature, or
 - e. Other language preservation activities as determined by the respective local advisory boards.
- (3) Each local program advisory board shall work with college tribal language instructors and individuals who evaluate applicants for licensure as a class 7 American Indian language and culture specialist to adopt measureable and specific outcome requirements for their respective language preservation programs.

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F. Ineligible Activities

Funds may not be used to pay for any of the following activities or costs:

- (1) Operational or maintenance costs or expenses;
- (2) Financial expenses, including but not limited to interest expense, bond issuance costs, or any other debt-related costs or expenses;
- (3) Projects receiving funding for the same services, equipment, or goods through any other local, state, or federal grant or other funding program, except as necessary to fully fund the project; or
- (4) Projects involving a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

G. Use of Funds

- (1) Eligible uses of funds include:
 - a. Development of audio and visual recordings,
 - b. Creation of dictionaries and other reference materials, including audio, visual, electronic, written dictionaries,
 - c. Creation and publication of curricula, which may include electronic curricula.
 - d. Language classes,
 - e. Language immersion camps,
 - f. Storytelling,
 - g. Publication of literature, or
 - h. Other language preservation activities as determined by the respective local advisory boards.
- (2) Tangible goods must be produced or created as a result of the funding and should be noticeably different than previously produced language preservation goods.
- (3) Tangible goods produced are done so with public funds and as such should be available for fair use to the public; cultural and intellectual property rights belong to the tribe and may be negotiated between the tribe and partnering entities.
- (4) The total administrative fee that can be charged to the grant by the grantee (tribal government) is 5% of the total grant award for administration of the contract.

H. Program Deadlines

- (1) Project proposals may be submitted to each tribal government's local program advisory boards anytime on or after July 31, 2013 and are due on or before September 30, 2013.
- (2) Each local program advisory board shall provide reports to the state-tribal relations committee at each meeting during the interim.
- (3) Funds not contracted by October 31, 2013 can be re-allocated to current contracts with an additional scope of work.
- (4) Tangible goods are due to the Montana Historical Society by September 15, 2014.
- (5) Any remaining funds that are unencumbered as of June 30, 2015 revert to the general fund.

II. CONTRACTING AND PROJECT PROPOSAL REVIEW PROCESS

A. Project Proposal Review

The project proposal(s) shall be reviewed by the local program advisory board to determine if the proposal(s) meet the specific outcome requirements of their respective language preservation program.

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B. Local Program Advisory Board Approval

Once approved by the local program advisory board, the tribal government can further distribute funds via sub-recipient agreement(s) for language preservation projects according to the eligible uses of funds.

C. Incorporation of Application by Reference into Contract

Approved applications to the local program advisory board will be incorporated into the contract between the tribal government and the State Tribal Economic Development Commission (Section I (B)).

III. REPORTING

A. Reporting to the State-Tribal Relations Committee

Reports shall be required to be submitted to the state-tribal relations committee at each meeting during the interim.

B. Report Content

Local program advisory boards to submit written reports on:

- (1) Expenditures (including any unused funds) and
- (2) overall program progress in relation to measureable and specific outcome requirements contained in the contract,

C. Copy of Each Report to the State Tribal Economic Development Commission

A copy of each report provided to the State-Tribal Economic Development Commission for the purposes of determining payment disbursement.

IV. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

A. Accounting of Funds

Recipients shall use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP), in accordance with Section 18-4-311, MCA.

B. Disbursement of Funds

Basic documentation to request funds are:

- (1) Designation of Depository Form (Appendix B)
- (2) Signature Certification Form (Appendix C)
- (3) Request for Payment Form (Appendix D)
- (4) Sub-recipient Agreement(s) Template (Appendix E)
- (5) Additional documentation and notification must accompany midterm and final payment requests as delineated in the following subsection C. Payment Schedule (2)(a),(b), and (3)(a)(b)(c).

C. Payment Schedule

Payment for approved expenses under the contract shall be paid in accordance to the disbursement schedule listed below. For an award of \$250,000, the schedule of payments would be as follows:

- (1) **Initial Drawdown/Payment #1** –up to \$62,500 (25%) of the award shall be available upon contract execution (beginning on or after July 1, 2013) in conjunction with the receipt of the required:

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- a. Designation of Depository Form (Appendix B),
 - b. Signature Certification Form (Appendix D), and
 - c. Request for Payment Form (Appendix D).
- (2) **Mid-contract Payment(s)** – up to \$62,500 (25%) of the award shall be available for each mid-contract draw(s) upon:
- a. Receipt of the required expenditure and progress report(s) and any requested follow-up information submitted to and accepted as sufficient by the State-Tribal Interim Relations Committee,
 - b. In conjunction with the receipt of a completed Request for Payment Form (Appendix D).
- (3) **Final Payment** - up to \$62,500 (25%) or the remaining amount of the total contract shall be available for draw upon:
- a. Notification from the Montana Historical Society that the proposed tangible goods produced have been received for preservation and archival purposes by the submittal deadline, and
 - b. Receipt of all required expenditure and progress reports and requested follow-up information submitted to and accepted as sufficient by the State-Tribal Relations Committee, and
 - c. In conjunction with receipt of a completed Request for Payment Form (Appendix D)

D. Insurance Requirements

- (1) **General Requirements-** The Tribe must maintain, at its cost, primary standard liability insurance coverage. The general liability coverage must include arising out of liability with regard to the Agreement, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property, or any other liabilities which may arise from the performance of the duties and obligations under this Agreement.
- (2) **Primary Insurance-** The Tribe's insurance coverage is the primary insurance with respect to the ICED Program, the State of Montana, their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the ICED Program, the State of Montana, their officers, officials, agents, employees, and volunteers is in excess of the Tribe's insurance coverage and does not contribute with it.
- (3) **General Liability Insurance-** The Tribe must provide general liability coverage inclusive of bodily injury, personal injury, and property damage. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
- (4) **General Provisions-** All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a self-insured program either individually or on a pool basis. The Tribe shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of the Tribe's insurance policy at any time, including endorsements.

E. Public's Right to Know

Contracts that are funded are subject to disclosure, in response to requests received under provisions of the Montana Constitution (Art. II, § 9). Information that could reasonably be considered to be proprietary, privileged, or confidential in nature should be identified as such in the contract. The Department shall maintain the confidentiality of that information only to the extent permitted by law.

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F. Compliance with Laws

In performing the work on the project, the grantee must comply with all applicable tribal, state, federal, and local laws, ordinances, and regulations, including any necessary cultural review, and obtain all permits, licenses, etc., required to perform the project. If the program funds are used in conjunction with funds from federal sources, compliance with additional federal regulations and laws may apply.

G. Return of Funds

The Grantee shall return to the Department any and all funds that are determined by the Department to have been spent in violation of the grant contract. In addition, any reports mentioned in the **Reporting** section of these guidelines that have not been received by the State-Tribal Relations Committee shall result in the grantee not receiving any remaining payments. Furthermore, if the work or the project is determined to not have been performed or completed as contracted, the Department reserves the right to declare a default on the contract and demand any and all funds of the contract to be returned to the Department.

H. Changes in Scope of Work

Any proposed or requested changes to the original scope of work must be submitted in writing to and approved by the local program advisory board and forwarded on to the Department for inclusion in the contract as an attachment.

I. Contract Extensions

Any requested contract extensions should be submitted in writing via facsimile, email or regular mail and received by the Department by 5:00 pm Mountain Standard Time on or before the 30th working day prior to the expiration date of the contract.

V. CONTACT INFORMATION FOR QUESTIONS

If you have questions regarding the *Montana Indian Language Preservation Pilot Program* guidelines or application other aspects of the Program, contact:

State Tribal Economic Development Program
Program Manager
301 South Park Avenue
PO Box 200505
Helena MT 59620-0505
Telephone (406) 841-2821
Fax (406) 841-2731
Website: www.tribal.mt.gov

APPENDIX A: APPLICATION FORM TEMPLATE

MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (MILP³)

I APPLICANT INFORMATION					
Name of Eligible Applicant					
Federal Tax ID Number					
Authorized Applicant Preparer:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name</td> <td></td> </tr> <tr> <td>Title</td> <td></td> </tr> </table>	Name		Title	
Name					
Title					
Address of Applicant:					
Physical Address					
Mailing Address					
City					
ZIP					
County					
Phone Number	()- -				
Email Address					
Fax Number	()- -				

II. PROJECT SUMMARY INFORMATION																	
Name of Project																	
Proposed Use of MILP ³ Funds: (Please check all that apply.)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><input type="checkbox"/></td> <td style="width: 35%;">Language classes</td> <td style="width: 30%;"><input type="checkbox"/></td> <td style="width: 5%;">Curricula</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Dictionary/Reference material</td> <td><input type="checkbox"/></td> <td>Recordings</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Publication of literature</td> <td><input type="checkbox"/></td> <td>Storytelling</td> </tr> <tr> <td><input type="checkbox"/></td> <td colspan="3">Other eligible language preservation activity</td> </tr> </table>	<input type="checkbox"/>	Language classes	<input type="checkbox"/>	Curricula	<input type="checkbox"/>	Dictionary/Reference material	<input type="checkbox"/>	Recordings	<input type="checkbox"/>	Publication of literature	<input type="checkbox"/>	Storytelling	<input type="checkbox"/>	Other eligible language preservation activity		
	<input type="checkbox"/>	Language classes	<input type="checkbox"/>	Curricula													
	<input type="checkbox"/>	Dictionary/Reference material	<input type="checkbox"/>	Recordings													
	<input type="checkbox"/>	Publication of literature	<input type="checkbox"/>	Storytelling													
<input type="checkbox"/>	Other eligible language preservation activity																
Project Location																	
Total Project Cost																	
Amount of MILP ³ Funds Requested																	
Total Cash Match (if applicable)																	
Total In-kind Contribution (if applicable)																	
Name of Assisted Entity (if applicable)																	

III. DETAILED PROJECT DESCRIPTION
<p><i>Answer the following questions:</i></p> <ul style="list-style-type: none"> WHAT is the nature of the proposed activity and expected outcome? WHO is involved in carrying out the project and describe their specific roles? <i>Specify if outside professional services will be procured.</i> WHERE will the proposed activities take place? WHEN will these proposed activities occur? WHY are the proposed activities important for language preservation? HOW will the applicant meet the measureable and specific outcome language preservation requirements of the local program advisory board?

APPENDIX A: APPLICATION FORM TEMPLATE

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IV. PROJECT OBJECTIVES & DELIVERABLES

Please describe, in detail, the tangible goods that will be produced and ready for delivery to the Montana Historical Society by September 15, 2014.

--

V. PROJECT TIMELINE

*Please provide timeline for **when** the project tangibles (deliverables) will be completed. Please include project start-up or preparation activities, procurement of professional assistance activities (if applicable), project implementation and execution, and project closeout and their estimated date of completion.*

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VI. PROJECT SOURCES & USES OF FUNDS

Please list all sources and uses of funds for the entire project. List cash and in-kind contributions separately.

USES	SOURCE: MILP ³	SOURCE: (Match)	SOURCE: (In-kind)	SOURCE:	TOTAL
Curricula creation & publication					
Connectivity					
Creation/Publication/Production					
Equipment					
Language Immersion Camps					
Professional Services					
Recording					
Research/Survey					
Restoration/Preservation					
Repository/ Collection					
Research/Development					
Software/Technology					

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Storytelling					
Supplies					
Training/Classes					
Travel					
Other:	=====	=====	=====	=====	=====
TOTAL PROJECT	=====	=====	=====	=====	=====
<i><u>Description of Expense Assumptions:</u> please describe in detail how costs are derived for each applicable language preservation expense in the space provided below.</i>					
Curricula creation & publication					
Connectivity					
Creation/Publication/Production					
Equipment					
Language Immersion Camps					
Professional Services					
Recording					
Research/Survey					
Restoration/Preservation					
Repository/ Collection					
Research/Development					
Software/Technology					
Storytelling					
Supplies					
Training/Classes					
Travel					
Other:					

APPENDIX A: APPLICATION FORM TEMPLATE

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VII. ADMINISTRATIVE STRUCTURE AND PROJECT MANAGEMENT	
<ul style="list-style-type: none"> <i>Please provide information for key staff and qualifications.</i> <i>All applicants must have the management capacity to undertake and satisfactorily complete the project applied for; and assure proper management of Program funds.</i> <i>Grant recipients must have the capacity to specifically assure proper tracking and recording of the use of MILP³ funds, including specific information about all subcontractors engaged in any work funded by a program grant.</i> <i>Only include contact information for individuals if it is different than the contact information in Section I.</i> 	
Project Contact Person	Name: Title:
Mailing Address	
City	
ZIP	
Phone Number	()- -
Email Address	
Fax Number	()- -
Qualifications	

Project Reporting Person	Name: Title:
Mailing Address	
City	
ZIP	
Phone Number	()- -
Email Address	
Fax Number	()- -

Alternate Project Contact	Name: Title:
Mailing Address	
City	
ZIP	
Phone Number	()- -
Email Address	
Fax Number	()- -

APPENDIX A: APPLICATION FORM TEMPLATE
MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (MILP³)

VIII. CERTIFICATION BY APPLICANT TO LOCAL PROGRAM ADVISORY BOARD

As the responsible authorized agent of _____, I hereby submit this Montana Indian Language Preservation Pilot Program Application, and will comply with all requirements set out in the MILP³ program guidelines in the implementation of this project.

The information presented in this application is, to the best of my knowledge, true, complete and accurately represents the proposed project. I understand that additional information and documentation may be required.

_____ will accept responsibility for management of the project and compliance with Montana Indian Language Preservation Pilot Program regulations, and is the authorized contact for the release of additional information and/or documentation regarding this application.

Designated Authority

Name (typed):

Title (typed):

Signature:

X

Date:

APPENDIX B: DESIGNATION OF DEPOSITORY FORM
Montana Indian Language Preservation Pilot Program (MILP³)
FOR DIRECT DEPOSIT OF FUNDS

DESIGNATION OF DEPOSITORY FORM AND INSTRUCTIONS	
<i>Instructions: Please fill out the following form completely. Make certain that there are no erasures, corrections or correction fluid on this form. All signatures must be in ink. Any questions, please contact the State Tribal Economic Development Commission Program Manager at (406) 841-2821.</i>	
Item #	Information Needed (Items 1-7 to be completed by MILP ³ Program Grantee)
1	Enter complete address of depository (bank) designated to receive funds.
2	Enter bank routing number, bank account number and account name where MILP ³ funds are to be deposited.
3	Enter name of MILP ³ Grantee
4	Enter complete address of MILP ³ Grantee.
5	Enter signature and title of Tribal Chairperson or Chief Financial Officer for MILP ³ Grantee.
6	Enter printed name of Tribal Chairperson or Chief Financial Officer for MILP ³ Grantee.
7	Enter date form was signed by Tribal Chairperson or Chief Financial Officer for MILP ³ Grantee.
(Items 8-14 to be completed by Bank)	
8	Enter account name and account number as in #2 above.
9	Enter name of depository (bank) as in #1 above.
10	Enter mailing address of bank.
11	Enter signature of authorized bank officer.
12	Enter title of authorized bank officer for depository.
13	Enter printed name of authorized bank officer for depository.
14	Enter date form signed by authorized bank officer.

APPENDIX B: DESIGNATION OF DEPOSITORY FORM
Montana Indian Language Preservation Pilot Program (MILP³)
FOR DIRECT DEPOSIT OF FUNDS

SECTION 1 *(To be completed by the MILP³ GRANTEE)*

The (1) _____

Name, Address and Zip Code of Grantee's Bank

Has been designated as the depository for all funds to be received from the Montana Department of Commerce resulting from an MILP³ Grant for deposit to:

(2) _____

Routing Number

Accounting Number

Account Name

(3) _____

Name of Grantee

(4) _____

Address, City, State, ZIP

(5) X _____

Signature of Tribal Chairperson or Chief Financial Officer

Title

(6) _____

(7) _____

Printed Name of Tribal Chairperson or Chief Financial Officer

Date

SECTION 2 *(To be completed by the BANK)*

The account identified in Section 1 has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will legally enable this depository to receive electronic transfers from the State of Montana for deposit to:

(8) _____

Account Name

Account Number

Without the payee's endorsement have been received and are in this depository's custody.

(9) _____

(10) _____

Name of Bank

Address, City, State, ZIP

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified in accordance with 31 CFR parts 240, 209 and 320.

(11) _____

(12) _____

Signature of Authorized Bank Officer

Title of Authorized Bank Officer

(13) _____

(14) _____

Printed Name of Authorized Bank Officer

Date

Please retain a photocopy for your records and mail the original to:

State Tribal Economic Development (STED) Commission
Montana Department of Commerce
PO Box 200505
Helena MT 59620-0505

APPENDIX C: SIGNATURE CERTIFICATION FORM

Montana Indian Language Preservation Pilot Program (MILP³)

AUTHORIZED SIGNATURES			
This is to certify that the following officials (please name at least two) are authorized to sign requests for funds from the Montana Indian Language Preservation Pilot Program:			
_____ X			
NAME AND TITLE	SIGNATURE	DATE	
_____ X			
NAME AND TITLE	SIGNATURE	DATE	
_____ X			
NAME AND TITLE	SIGNATURE	DATE	
_____ understands that any two of the above signatures must sign each request for funds.			
(insert Tribe's name)			
TRIBAL CHAIRPERSON OR CHIEF FINANCIAL OFFICER SIGNATURE			
NOTE: The signature below must be notarized.			
_____ X			
NAME AND TITLE	SIGNATURE	DATE	
NOTARY			
SUBSCRIBED AND SWORN TO, before me, a Notary Public for the State of Montana on			
			X
Day	Month	Year	Notary Public for the State of Montana
<div> <div>(Notary Seal)</div> <div> Please retain a photocopy for your records and mail original to: STED Commission Program Manager Montana Department of Commerce PO Box 200505 Helena, MT 59620-0505 </div> </div>			

APPENDIX D: REQUEST FOR PAYMENT FORM
Montana Indian Language Preservation Pilot Program (MILP³)

REQUEST FOR FUNDS		
<p>On behalf of the _____ <i>_(insert Tribe's name here)_</i>, a request is hereby made for a draw of funds from the Montana Indian Language Preservation Pilot Program contract number MT-STEDC-14-_____. In the amount of _____.</p>		
REQUESTED BY		
<p>(This Request for Funds must include two of the authorized signatories designated on the Signature Certification Form which is on file).</p>		
X		
NAME AND TITLE	SIGNATURE	DATE
X		
NAME AND TITLE	SIGNATURE	DATE

Please retain a photocopy for your records and mail original to:

STED Commission Program Manager
Montana Department of Commerce
PO Box 200505
Helena, MT 59620-0505

APPENDIX E: SAMPLE SUB-RECIPIENT AGREEMENT

Montana Indian Language Preservation Pilot Program (MILP³)

THIS AGREEMENT is entered into this ____ day of ____, 20__, by The <ENTER TRIBAL GOVERNMENT NAME>, herein referred to as the Tribal Government and <ENTER SUBRECIPIENT NAME>, a nonprofit entity herein referred to as the “Sub-recipient.”

WITNESSETH THAT:

WHEREAS, <ENTER TRIBAL GOVERNMENT NAME> is the recipient of a Montana Indian Language Preservation Pilot Program grant by the State Tribal Economic Development Commission, Montana Department of Commerce, Business Resources Division herein referred to as “the Department,” and

WHEREAS, the purpose of the grant is to (name activities) for the tribal members of <ENTER TRIBAL GOVERNMENT NAME>, and

WHEREAS, the <ENTER TRIBAL GOVERNMENT NAME>, desires to sub-grant the MILP3 funds to the Sub-recipient and engage the Sub-recipient to (name activities) on the <ENTER TRIBAL GOVERNMENT NAME>'s behalf, and

WHEREAS, the Department has required the <ENTER TRIBAL GOVERNMENT NAME>, to enter into a Sub-recipient agreement with the Sub-recipient specifying the terms and conditions of the <ENTER TRIBAL GOVERNMENT NAME>, delegation of certain MILP3 responsibilities to the Sub-recipient, and

WHEREAS, <ENTER SUBRECIPIENT NAME>, is qualified to undertake language preservation activities on behalf of the <ENTER TRIBAL GOVERNMENT NAME>,

WHEREAS, the parties to this Agreement understand that neither of them has in any way, expressly or impliedly, abrogated any of its individual powers, and further agree that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set out in this Agreement, the parties agree as follows:

A. SPECIAL PROVISIONS. The <ENTER TRIBAL GOVERNMENT NAME> agrees, under the terms and conditions of this Agreement, to sub-grant the use of MILP3 funds for (name of activities) performed by the <ENTER SUBRECIPIENT NAME>.

B. INDEPENDENT SUB-RECIPIENT. It is understood by the parties hereto that the Sub-recipient is an independent Sub-recipient and that neither its principals nor its employees, if any, are employees of the <ENTER TRIBAL GOVERNMENT NAME> for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Sub-recipient has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers'

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compensation plan for its principals and employees for the services to be performed hereunder.

C. COMPENSATION.

For the satisfactory completion of the services to be provided under this Contract, the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient a sum not to exceed \$_____ as in the manner set forth in the attached Exhibit _____, which by this reference is made a part of this contract. Each specific service the Sub-recipient will provide under this contract, and the maximum amount that the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient for each of these services, is set forth in the attached Exhibit _____.

The amount to be paid will be calculated according to the hourly billing rates for the various personnel as described in Exhibit _____. The Sub-recipient may submit monthly requests for payment, based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

D. SCOPE OF SERVICES. The Sub-recipient will perform the scope of services contracted in the MILP3 contract #_____.

It is understood and agreed by the parties that the services of the Sub-recipient do not include any of the following: the disbursement or accounting of funds distributed by the <ENTER TRIBAL GOVERNMENT NAME>'s financial officer, legal advice, fiscal audits or assistance with activities not related to the MILP3 project.

1. The Sub-recipient will be responsible for all facets of the MILP3 project as described in the <ENTER TRIBAL GOVERNMENT NAME>'s MILP3 contract.

2. During the term of this Agreement, the Sub-recipient will maintain reasonable records of its performance under this Agreement in a manner consistent with generally accepted accounting principles. The Sub-recipient will allow the <ENTER TRIBAL GOVERNMENT NAME>'s authorized representatives and the Department access to these records at anytime during normal business hours. At the request of the <ENTER TRIBAL GOVERNMENT NAME> or the State Tribal Relations Committee, the Sub-recipient will submit to the <ENTER TRIBAL GOVERNMENT NAME> or the Department, in the format prescribed by the <ENTER TRIBAL GOVERNMENT NAME> or the Department, status reports on its performance under this agreement.

3. If the Sub-recipient ceases to exist or an Event of Default occurs, all grant funding on hand and accounts or notes receivable related to this agreement, will revert to the Department.

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E. DURATION OF THE AGREEMENT. This Agreement will become effective upon signature by the <ENTER TRIBAL GOVERNMENT NAME> and <ENTER LOCAL PROGRAM ADVISORY BOARD NAME> Board of Directors approval, and approval by the State Tribal Economic Development Commission.

This Agreement will terminate if either party fails to meet the conditions of this Agreement or if an Event of Default occurs.

F. ADMINISTRATION. For the purposes of implementing this Agreement, the <ENTER TRIBAL GOVERNMENT NAME> will appoint a project liaison that will work with the Sub-recipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein. This Agreement will run concurrently with the Management Plan, which governs the management of the initial MILP3 grant, and will follow the Management Plan for issues related to the initial grant.

G. CONFLICT OF INTEREST. The Sub-recipient covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the MILP3 project which would conflict in any manner or degree with the performance of its services hereunder. The Sub-recipient further covenants that, in performing this Contract, it will employ no person who has any such interest.

H. DOCUMENTS INCORPORATED BY REFERENCE. THE <ENTER TRIBAL GOVERNMENT NAME>'s application to the Department for MILP3 funding, dated _____, 20__, and all applicable federal and state statutes and regulations are incorporated into this Contract by this reference and are binding upon the Sub-recipient.

I. NONDISCRIMINATION. The Sub-recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

J. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Sub-recipient pursuant to this Contract are the property of the <ENTER TRIBAL GOVERNMENT NAME> and the Department which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the tribal government for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the tribal government. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the <ENTER TRIBAL GOVERNMENT NAME> and the Department. Tangible goods produced are done so with public funds and as such should be available for fair use to the public; cultural and intellectual property rights belong to the tribe and may be negotiated between the tribal government and partnering entities.

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K. REPORTS AND INFORMATION. The Sub-recipient will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the <ENTER TRIBAL GOVERNMENT NAME> to assure proper accounting for all project funds. These records will be made available for audit purposes to the <ENTER TRIBAL GOVERNMENT NAME> or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract.

M. ACCESS TO RECORDS. It is expressly understood that the Sub-recipient's records relating to this Contract will be available during normal business hours for inspection by the <ENTER TRIBAL GOVERNMENT NAME>, the Department, and when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.

N. INDEMNIFICATION. The Sub-recipient waives any and all claims and recourse against the <ENTER TRIBAL GOVERNMENT NAME>, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the Sub-recipient's performance of this Agreement, except claims arising from the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents or employees. The Sub-recipient will indemnify, hold harmless, and defend the <ENTER TRIBAL GOVERNMENT NAME> against any and all claims, demands, damages, costs, expenses, or liability arising out of the Sub-recipient's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents, or employees.

O. TERMINATION OF AGREEMENT. If any of the following events occur, the <ENTER TRIBAL GOVERNMENT NAME> may, in its sole discretion, declare such event a default under this Agreement:

1. Any representation or warranty made by the Sub-recipient in this Agreement or in any request or certificate or other information furnished to the <ENTER TRIBAL GOVERNMENT NAME> under this Agreement proves to have been incorrect in any material respect; or
2. The Sub-recipient fails in any material respect to carry out its obligations under its proposal to the <ENTER TRIBAL GOVERNMENT NAME> for the assistance provided under this Agreement.

If the Sub-recipient fails to perform any of its duties under this Agreement or if any event of default occurs, the <ENTER TRIBAL GOVERNMENT NAME> may declare the Sub-recipient to be in default and thereafter give the Sub-recipient written notice setting forth the action or inaction which constitutes the default and giving the Sub-recipient 45 days in which to correct the default. If the Sub-recipient fails to correct the default within 45

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days of receipt of this notice, the <ENTER TRIBAL GOVERNMENT NAME> may notify the Sub-recipient in writing that any amount that is payable under this Agreement is due and payable in full within 45 days and this Agreement is terminated.

It is agreed by the parties that the provisions of this Agreement provide for reasonable and sufficient notice to be given to the Sub-recipient in case of the Sub-recipient's failure to comply with any of its covenants and that this notice is sufficient for the Sub-recipient to rectify its actions or inactions of default.

The waiver by the <ENTER TRIBAL GOVERNMENT NAME> of any default by the Sub-recipient does not constitute a waiver of a continuing breach or a waiver of a subsequent breach. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

P. CONSTRUCTION AND VENUE.

This Agreement will be construed under and governed by the laws of the State of Montana. The <ENTER TRIBAL GOVERNMENT NAME> and the Sub-recipient agree that performance of this Agreement is in the County of <ENTER COUNTY>, State of Montana and that in the event of litigation concerning it, venue is in the District Court of the ____th Judicial District in and for the County of _____, Montana.

Q. ELIGIBILITY. The Sub-recipient certifies that the Sub-recipient's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in state-funded activities.

This Sub-recipient Agreement has been approved by The <ENTER TRIBAL GOVERNMENT NAME> Council Members via Resolution No. _____ and <ENTER TRIBAL GOVERNMENT NAME> Local Program Advisory Board of Directors.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed.

<ENTER TRIBAL GOVERNMENT
NAME>:

<ENTER LOCAL PROGRAM
ADVISORY BOARD NAME>

(Name of Chair/President)

(Name of Director)

Date: _____

Date: _____